

**ELMIRA CITY SCHOOL DISTRICT
ELMIRA, NEW YORK**

October 11, 2023

TO: BOARD OF EDUCATION

FROM: HILLARY AUSTIN, SUPERINTENDENT

SUBJECT: APPROVAL OF RATIFICATION OF TENTATIVE AGREEMENT WITH
CUSTODIAL, MAINTENANCE AND CAFETERIA WORKERS (“CMCW”)
(2023-2026)

Pertinent Information

The Administration has negotiated a Tentative Agreement with the Custodial, Maintenance and Cafeteria Workers (“CMCW”) (2023-2026)

Evaluation/Analysis

The Administration recommends ratification of the attached Tentative Agreement.

Recommended Resolution

RESOLVED, that the Board of Education hereby ratifies the Tentative Agreement between the District and the Custodial, Maintenance and Cafeteria Workers (“CMCW”) for the period of July 1, 2023, through June 30, 2026.

HJA:LT:am

TENTATIVE AGREEMENT

Between the

SUPERINTENDENT OF SCHOOLS

ELMIRA CITY SCHOOL DISTRICT

And the

CUSTODIAL, MAINTENANCE AND CAFETERIA WORKERS

July 1st, 2023 to June 30th, 2026

TABLE OF CONTENTS *to be updated once ratified by both parties

ARTICLE 1 – RECOGNITION	1
§1.1RECOGNITION; UNIT DEFINED	1
ARTICLE 2 - DEFINITIONS.....	1
§2.1..... DEFINITIONS	1
§2.2..... GENDER AND NUMBER.....	1
ARTICLE 3 - PAYROLL DEDUCTIONS	1
§3.1..... ISSUANCE OF PAYCHECKS.....	1
§3.2..... DUES DEDUCTION; OTHER PAYROLL DEDUCTIONS	2
§3.3..... AGENCY FEE	ERROR! BOOKMARK NOT DEFINED.
ARTICLE 4 - COMPENSATION	2
§4.1 SALARY SCHEDULES AND OFF-STEP INCREASES.....	2
§4.2..... FIRST SALARY SCHEDULE STEP PLACEMENT AND MOVEMENT FOR NEW HIRES.....	2
§4.3..... SALARY SCHEDULE PLACEMENT – PROMOTIONS.....	2
§4.4..... SALARY SCHEDULE – FOOD SERVICE HELPER.....	3
§4.5..... CAFETERIA EMPLOYEES’ WORK YEAR.....	3
§4.6..... LONGEVITY PAYMENTS.....	3
§4.7..... STIPENDS	3
§4.8..... SHIFT DIFFERENTIAL.....	4
§4.9..... SHOW-UP PAY	4
§4.10 CALL-IN PAY.....	4
§4.11 WEEKENDS; ON-CALL.....	5
§4.12 OVERTIME PAY	5
§4.13 HOLIDAY PREMIUM PAY	5
§4.14 OUT-OF-TITLE WORK	5
§4.15 FLEXIBLE BENEFIT PLAN.....	6
§4.16 CLOTHING ALLOWANCE.....	6
§4.17 TAX SHELTER ANNUITY PLAN	6
§4.18 TRAINING PAY	7
§4.19 SUBSTITUTE PAY PARITY	7
§4.20 ACCESS TO CAFETERIA FOOD AND BEVERAGES.....	7
ARTICLE 5 - RETIREMENT	8
§5.1 RETIREMENT PLAN.....	8
ARTICLE 6 – SICK LEAVE.....	8
§6.1 SICK LEAVE ALLOCATION	8
§6.2..... ACCUMULATION.....	8
§6.3..... PROOF OF ILLNESS	9
§6.4..... RETURN TO PAYROLL.....	9
§6.5 EMPLOYEE ATTENDANCE INCENTIVE.....	9
§6.6..... PAYMENT FOR UNUSED SICK DAYS AT RETIREMENT	9
ARTICLE 7 - PERSONAL LEAVE.....	9
§7.1..... PERSONAL LEAVE ALLOCATION	9
§7.2..... PURPOSE.....	10
§7.3..... EXTENUATING CIRCUMSTANCES.....	10
§7.4..... PAYMENT FOR UNUSED PERSONAL LEAVE EARNED UNDER A TEMPORARY APPOINTMENT	10
§7.5..... PAYMENT FOR UNUSED PERSONAL LEAVE FOR TEN (10) MONTH EMPLOYEES	10
ARTICLE 8 - EMERGENCY LEAVE	10
§8.1 ADDITIONAL LEAVE DAYS	10
§8.2..... DAYS WITHOUT PAY	10

ARTICLE 9 - BEREAVEMENT LEAVE	10
§9.1..... BEREAVEMENT: DEATH IN IMMEDIATE FAMILY; IMMEDIATE FAMILY DEFINED.....	11
§9.2..... BEREAVEMENT: DEATH OUTSIDE IMMEDIATE FAMILY.....	11
§9.3..... COURT ATTENDANCE.....	11
§9.4..... JURY DUTY	11
ARTICLE 10 - LONG TERM LEAVE OF ABSENCE	11
§10.1 LENGTH OF LEAVE	11
§10.2 REASONS FOR LEAVE	11
§10.3 STATUS WHILE ON LEAVE	11
§10.4 STATUS UPON RETURN FROM LEAVE	11
ARTICLE 11 - SHORT TERM LEAVE OF ABSENCE	11
§11.1 LENGTH OF LEAVE	11
§11.2 REQUEST FOR LEAVE	11
§11.3 LIMITATIONS	12
ARTICLE 12 - MATERNITY LEAVES	12
§12.1 DURATION OF LEAVE	12
§12.2 EXTENSION OF LEAVE	12
ARTICLE 13 - HOLIDAYS.....	12
§13.1 ELIGIBILITY	12
§13.2 NUMBER AND OBSERVANCE OF HOLIDAYS.....	12
§13.3 PAID HOLIDAYS FOR TEN-MONTH EMPLOYEES	12
§13.4 RELIGIOUS HOLIDAYS	12
ARTICLE 14 - VACATIONS	12
§14.1 ELIGIBILITY	12
§14.2 VACATION DAY ALLOTMENT	12
§14.3 SCHEDULING.....	13
§14.4 LIMITATIONS	13
§14.5 CARRYOVER	13
§14.6 PAYMENT FOR CARRIED OVER VACATION DAYS.....	13
§14.7 PAYMENT FOR UNUSED VACATION LEAVE EARNED UNDER A TEMPORARY APPOINTMENT	13
ARTICLE 15 - EARLY RETIREMENT INCENTIVE	13
§15.1 INCENTIVE	13
§15.2 ... ELIGIBILITY	13
ARTICLE 16 - QUALIFICATION FOR BENEFITS	14
§16.1 CAFETERIA EMPLOYEES.....	14
§16.2 CUSTODIAL AND MAINTENANCE EMPLOYEES	14
ARTICLE 17 - HEALTH BENEFITS	14
§17.1 ELIGIBILITY	14
§17.2 HEALTH, VISION AND DENTAL COVERAGE FOR EMPLOYEES.....	14
§17.3 HEALTH, VISION AND DENTAL COVERAGE FOR RETIREES.....	15
§17.4 CONTRIBUTIONS TO THE COST OF PROVIDING HEALTH BENEFITS	15
§17.5 CONTINUATION OF BENEFITS DURING UNPAID LEAVE	16
§17.6 CASH-IN-LIEU OF HEALTH BENEFITS	16
§17.7 HEALTH FLEXIBLE SPENDING ACCOUNT.....	17
§17.8 HEALTH REIMBURSEMENT ACCOUNT	17
§17.9 REIMBURSEMENT OF CERTAIN PREMIUMS PAID.....	17
ARTICLE 18 - DISABILITY INSURANCE	17
§18.1 DISABILITY BENEFITS PROVIDED	17
§18.2 PAYROLL DEDUCTIONS	17

ARTICLE 19 - PERSONNEL FILES	17
§19.1 ACCESS; NOTIFICATION	17
§19.2 RIGHT TO RESPOND.....	17
§19.3 DEROGATORY MATERIAL.....	17
§19.4 INDEMNIFICATION	17
ARTICLE 20 - WORKING CONDITIONS.....	17
§20.1 LUNCH PERIOD FOR CAFETERIA EMPLOYEES.....	18
§20.2 EMERGENCY CALL-IN	18
§20.3 SNOW DAYS AND EMERGENCY CLOSINGS	18
§20.4 TRAINING PROGRAMS	18
§20.5 SAFE AND HEALTHFUL CONDITIONS.....	18
§20.6 JOB CLASSIFICATIONS	18
§20.7 OPPORTUNITIES FOR ADDITIONAL HOURS FOR CAFETERIA EMPLOYEES.....	18
§20.8 ABSENCE PROCEDURE.....	18
§20.9 FLEXIBLE HOURS	19
§20.10 .. DEFENSIVE DRIVING COURSE REIMBURSEMENT	19
ARTICLE 21 - LAYOFF AND SENIORITY	19
§21.1 LAYOFF PROCEDURE FOR NONCOMPETITIVE AND LABOR CLASS EMPLOYEES.....	19
ARTICLE 22 – VACANCIES AND POSTINGS	20
§22.1 VACANCY	20
§22.2 CONTENTS OF POSTING	20
§22.3 NOTIFICATION	20
§22.4 RECOMMENDATION FOR APPOINTMENT	20
§22.5 TIMELINESS OF POSTINGS AND PLACEMENT	20
§22.6 POSTING AND PLACEMENT FOR ENCUMBERED OPENINGS.....	20
ARTICLE 23 - TRANSFERS.....	20
§23.1 TRANSFER DEFINED	20
§23.2 RESPONSIBILITY FOR TRANSFER	20
§23.3 CONSIDERATION FOR VOLUNTARY TRANSFER	20
§23.4 INVOLUNTARY TRANSFER.....	21
ARTICLE 24 – PROMOTIONS.....	21
§24.1 DEFINITION.....	21
§24.2 SELECTION.....	21
§24.3 RECOMMENDATION FOR APPOINTMENT	22
ARTICLE 25 – DISCIPLINE OR TERMINATION OF EMPLOYMENT.....	22
§25.1 COMMUNICATIONS REGARDING JOB PERFORMANCE	22
§25.2 DISCIPLINARY PROCEDURE	22
§25.3 SUPERVISORY RESPONSIBILITY	23
§25.4 PERMANENT ARBITRATORS.....	23
§25.5 TERMINATION OF SERVICES	24
§25.6 EMPLOYEE RESIGNATION.....	24
ARTICLE 26 - PRIVILEGES OF THE ORGANIZATION.....	24
§26.1 REPRESENTATION	24
§26.2 CMCW ACTIVITIES	24
§26.3 POSTING NOTICES	24
§26.4 USE OF DISTRICT BUILDING	24
§26.5 CMCW DAYS	24
§26.6 BOARD AGENDA	24
ARTICLE 27 - GRIEVANCE PROCEDURE.....	24
§27.1 DEFINITION.....	24

§27.2 REPRESENTATION	25
§27.3 TIME LIMITS	25
§27.4 LEVEL ONE	25
§27.5 LEVEL TWO	25
§27.6 LEVEL THREE	25
§27.7 AUTHORITY OF ARBITRATOR	25
§27.8 ELECTION OF REMEDIES	25
§27.9 BINDING SETTLEMENT	25
ARTICLE 28 - GENERAL PROVISIONS.....	26
§28.1 SUPERSESSION	26
§28.2 INCLUSIVENESS OF AGREEMENT	26
§28.3 SUPREMACY OF AGREEMENT	26
§28.4 SEVERABILITY	26
§28.5 NONDISCRIMINATION	26
§28.6 MANAGEMENT RIGHTS	26
§28.7 DISTRIBUTION OF AGREEMENT	26
§28.8 PLAN FOR PARTICIPATION.....	26
ARTICLE 29 - NO STRIKE	26
§29.1 AFFIRMATION	26
ARTICLE 30 - LEGISLATIVE APPROVAL.....	27
§30.1 SECTION 204-A OF THE PUBLIC EMPLOYEES' FAIR EMPLOYMENT ACT	27
ARTICLE 31 – DURATION.....	27
§31.1 TERM OF AGREEMENT.....	27
§31.2 NEGOTIATIONS FOR SUCCESSOR AGREEMENT	27
APPENDIX A – SALARY SCHEDULES.....	28

ARTICLE 1 – RECOGNITION

Sec.

1.1 Recognition; unit defined

§1.1 Recognition; unit defined. The City School District of the City of Elmira recognized the Custodial, Maintenance and Cafeteria Workers as the sole and exclusive negotiating representative for a unit of employees consisting of all Custodial, Maintenance, and Cafeteria employees, but excluding the Supervisor of Building and Grounds, the Assistant Supervisor of Buildings and Grounds, the Supervisor of Food Services, the Energy Management Coordinator, the Health and Safety Hygienist, substitute employees and short-term Custodial or Maintenance Laborers (short-term shall mean employees hired for summer work, or for work on days when school is not in session during the school year).

ARTICLE 2 - DEFINITIONS

Sec.

2.1 Definitions

Sec.

2.2 Gender and number

§2.1 Definitions. As used in this Agreement:

- (a) The term "Board" means the Board of Education of the Elmira City School District.
- (b) The term "CMCW" means the Custodial, Maintenance and Cafeteria Workers.
- (c) The term "District" means the Elmira City School District.
- (d) The term "employee" means any person in the negotiating unit represented by the Custodial, Maintenance and Cafeteria Workers.
- (e) The term "Superintendent" means the Superintendent of Schools of the Elmira City School District.

§2.2 Gender and number. Whenever the context so requires, the use of words in this Agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include singular. Words, whether they be in the masculine, feminine or neuter gender, shall be construed to include all of the said genders unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 3 - PAYROLL DEDUCTIONS

Sec.

3.1 Issuance of paychecks

3.2 Dues deduction; other payroll deductions

Sec.

3.3 Agency fee

§3.1 Issuance of paychecks.

- (a) Unit members shall be paid on the 15th of the month and on the last day of the month. If said days fall on a weekend or holiday, payday shall be on the public banking day immediately preceding the 15th or last day of the month.
- (b) The District has implemented a direct deposit plan for the deposit of salary. The direct deposit option provides for the employee to designate one (1) account at any one (1) bank covered by the Federal Deposit Guarantee System for the deposit of their salary.

§3.2 Dues deduction; other payroll deductions.

- (a) The District shall deduct CMCW membership dues, monies for United States Savings Bonds and utilizing direct deposit, one banking institution (bank, credit union, savings and loan, trust company) from the wages of each employee who signs an authorization form for said deductions.
- (b) Membership dues deductions shall be made from each paycheck after the District's receipt of a signed authorization. The District shall transmit membership dues to the CMCW treasurer, together with a list of employees for who said deductions have been made.
- (c) All payroll deductions for twelve (12) month employees shall be prorated and deducted over twenty-four (24) pay periods.

ARTICLE 4 - COMPENSATION

<p>Sec. 4.1 Salary schedules and off-step increases 4.2 First salary schedule step placement and movement for new hires 4.3 Salary schedule placement – promotions 4.4 Salary schedule – food service helper 4.5 Cafeteria employees’ work year 4.6 Longevity payments 4.7 Stipends 4.8 Shift differential 4.9 Show-up pay 4.10 Call-in pay</p>	<p>Sec. 4.11 Weekends; on-call 4.12 Overtime pay 4.13 Holiday premium pay 4.14 Out-of-title work 4.15 Flexible benefit plan 4.16 Clothing allowance 4.17 Tax shelter annuity plan 4.18 Training pay 4.19 Substitute pay parity 4.20 Access to cafeteria food and beverages</p>
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§4.1 Salary schedules and off-step increases. 2023-2026 salary schedules are incorporated into this Agreement in Appendix A. Effective July 1st of the indicated school year, all unit members who are “on-step” shall advance one (1) step on the salary schedule from their immediately-prior-June 30 on step position. On July 1st of the indicated school year, all unit members who are “off-step” shall receive an increase in salary based on their immediately-prior-June 30 base salary as follows:

Year	Dollar/Percent Increase
2023-2024	\$.75 +3.99%
2024-2025	\$.50 + 3.99%
2025-2026	\$.50 + 3.99%
<ul style="list-style-type: none"> • This applies to off-step employees 	

§4.2 First salary schedule step placement and movement for new hires. A newly hired employee shall be placed on the salary schedule at the appropriate step based on their experience, not to exceed the highest paid employee in that classification. After he has been placed on a salary schedule, he shall have his first salary step movement determined by his first date of non-probationary employment.

§4.3 Salary schedule placement – promotions. An employee who receives a promotion shall be placed on the applicable salary schedule for the new position at the closest step which results in his being paid an hourly wage that is at least 1.07 times the hourly wage that he earned in his former position. Notwithstanding the above, an employee receiving a promotion shall in no event receive a salary above the highest paid employee in the

promotional job title. If an employee was placed on Step One after a promotion, then he shall move to Step Two of the schedule upon completion of the applicable probationary period. If the highest step available on the promotional salary schedule cannot satisfy the 1.07 multiplier, the employee shall be moved off-step and paid at a rate equal to 1.07 times the rate in the pre-promotion position.

§4.4 Salary schedule – food service helper. Food service helpers shall be employed in either a three (3) hour category or a five (5) hour category. If a three-hour food service helper works more than three (3) hours, he shall be paid in accordance with the three (3) hour schedule. Any food service helper regularly assigned to work five (5) hours or more shall be paid in accordance with the five-hour schedule.

§4.5 Cafeteria employees’ work year. Cafeteria employees’ salaries are based on a one hundred eighty-five (185) day work year. Superintendent conference days and any emergency (snow) days used by the District will be included in the one hundred eighty-five (185) day work year for ten (10) month employees. On the last day of the work year, employees shall be released early (without loss of pay or benefits) once the director of the food service program (or his designee) determines that the year-end work activities are complete.

§4.6 Longevity payments.

- (a) An employee, other than an hourly employee, who reaches fifteen (15) years of continuous employment with the District for the following school year will receive, in addition to his salary, a One Thousand Dollar (\$1,000) longevity payment, beginning with his sixteenth (16th) year of service and an additional longevity payment in the same amount for each fiscal year beginning with his twenty-first (21st) year of service, and an additional longevity payment in the same amount for each fiscal year, beginning with his twenty-sixth (26th) year of service. Additionally, each employee shall be paid an annual stipend of One Thousand Dollars (\$1,000) at the commencement of this thirty-first (31st) year of service and each year thereafter.
- (b) An employee shall first receive his sixteenth (16th), twenty-first (21st), and twenty-sixth (26th) year longevity payments based on his anniversary date of hire prorated for the remainder of the fiscal year in which the employee qualifies for the payments. The term “anniversary date of hire” means the first date that an employee worked for the District, provided, however, that he has had continuous service since that date.

§4.7 Stipends.

- (a) Maintenance A employees shall receive a stipend of two percent (2%) of base salary. Duplication of stipends will be prohibited effective July 1st, 1999.
- (b) In addition to regular salary, a head custodian shall receive a stipend in accordance with the following schedule:

Effective Date	Elmira High School/Ernie Davis Academy/Broadway Academy	All Elementary Schools (including Washington/Booth Buildings)
July 1, 2023	\$9,300	\$5,200

- (c) In addition to regular salary, a working foreman shall receive a stipend in the amount of Seven Thousand and eight hundred dollars (\$7,800).

- (d) In addition to regular salary, employees assigned to night supervisor at Broadway Elementary/Academy, Ernie Davis Academy, or the High School shall receive a stipend in the amount of Two Thousand Seven Hundred Forty-One Dollars (\$2,741).
- (e) In addition to regular salary, an employee assigned to night supervisor at an elementary school will receive a stipend in the amount of Three Thousand Dollars (\$3,000).
- (f) In addition to regular salary, the head painter shall receive a stipend in the amount of Two Thousand and Five Hundred Dollars (\$2,500).
- (g) In addition to regular salary, the storeroom keeper will receive a stipend in the amount of Two Thousand and Five Hundred Dollars (\$2,500).
- (h) In addition to regular salary, the High School pack line cook shall receive a stipend in the amount of Four Hundred Ninety-Four Dollars (\$494) for performing duties agreed upon by the parties and set forth in a memorandum of September 2nd, 1997, initialed by the parties and supplemented by a memorandum of October 1st, 2002.
- (i) In addition to employee's regular salary cafeteria managers will receive a stipend in accordance with the following schedule:

<i>Level I</i>	<i>Level II</i>	<i>Level III</i>
<i>\$500.00</i>	<i>\$750.00</i>	<i>\$1900.00</i>

- (j) In addition to regular salary, and employee who maintains an EPA HVAC certificate will receive a stipend in the amount of seven thousand and five hundred dollars (\$7,500).*
- (k) In addition to regular salary, Electrician(s) will receive a stipend of two thousand and five hundred dollars (\$2500). The district can request a copy of their up to date certified electrician license.*

§4.8 Shift differential.

- (a) An employee who is assigned to work an entire eight (8) hour shift between the hours of 3:00 p.m. to 11:00 p.m. will receive an additional amount of Sixty-Three Cents (63¢) per hour.
- (b) An employee who is assigned to work an entire eight (8) hour shift between the hours of 11:00 p.m. to 7:00 a.m. will receive an additional amount of Seventy-Five Cents (75¢) per hour.
- (c) If a unit member is assigned to work an entire eight (8) hour shift between the hours of 3:00 p.m. and 7:00 a.m., but the shift is not covered by Paragraphs (a) or (b) above, the appropriate shift differential will be determined by where the majority of hours in the assignment falls (i.e., whether a majority of the time falls in Paragraph [a] or Paragraph [b] above).

§4.9 Show-up pay. If an employee who reports to work for his regularly scheduled shift is required to go home in order to work a later shift, he shall receive two (2) hours show-up pay at his regular rate.

§4.10 Call-in pay. An employee who is called to work between 12:00 a.m. and 6:00 a.m. shall be guaranteed at least four (4) hours pay at time and one-half. This Section does not apply to individuals providing pager service.

§4.11 Weekends; on-call. A list of qualified and interested maintenance personnel shall be compiled by the end of the second full week of September each year and a schedule will be developed by the supervisor of buildings and grounds for on-call coverage for the school year for employees to be responsible to pick up a District cell phone, or provide the number for his personal cell phone, on Friday afternoon. The person responsible for providing on-call service shall be paid two (2) additional hours of overtime per day whether he is called out or not.

If a person who is on on-call duty is called out between the hours of 12:00 a.m. and 6:00 a.m., he shall be paid at least two (2) hours of overtime pay at time and one half.

§4.12 Overtime pay.

- (a) A forty (40) hour employee shall receive time and one-half for all time worked over forty (40) hours per week or eight (8) hours per day. Overtime work must have the approval of an employee's immediate supervisor. Claims for overtime shall be submitted to a building principal for transmission to the appropriate department head and the payroll department.
- (b) A cafeteria employee shall be paid at time and one-half for hours worked after his regular working hours, except for work involving the preparation of regular student meals.
- (c) Any work that is considered "supplemental wages" under Internal Revenue Service rules, laws, or regulations shall be paid at twenty dollars (\$20) per hour unless otherwise specified in this Agreement.

§4.13 Holiday premium pay. An employee who is required to work on a scheduled paid holiday shall be paid time and one-half, in addition to his regular day's wages.

§4.14 Out-of-title work. An employee assigned to do out-of-title work shall be compensated as set forth below, beginning with the first day worked.

- (a) Custodial and maintenance positions shall receive the following:
 - (1) The higher of 1/240 of the stipend for the position being performed or ten percent (10%) over the daily rate of the individual working out-of-title.
- (b) Cafeteria workers shall receive the higher of 1/180 of the stipend for the position being performed or fifteen percent (15%) over the daily rate of the individual working out-of-title.
- (c) Temporary out-of-title assignments in a lower title shall not result in a salary reduction.
- (d) Except as provided for in Subsection (c) of Section 4.14 of this Article, if the employee uses any benefit time, he will be compensated for such benefit time at his regular rate of pay and not at the out-of-title rate. Benefit time will include vacation, holiday, personal leave, sick leave, compensatory time and bereavement leave.
- (e) If a cafeteria employee is assigned to a position that constitutes an increase in hours, or a position that is in a higher pay grade, the following shall apply.
 - (1) If the assignment is in an encumbered position for an employee whose absence is known in advance to exceed thirty (30) consecutive calendar days, the employee will be given all benefits of the position commencing with the first day.

- (2) If the assignment is in an encumbered position for an employee whose duration of absence is unknown, the employee will be given all the benefits of the position after thirty (30) consecutive days in the position, retroactive to the first day of out-of-title work.
- (f) The District shall not be required to provide a substitute when Working Foreman is absent.
- (g) Under no circumstances shall an employee who works out-of-title be disadvantaged in any pay or benefit upon return to his original assignment. The employee shall be treated in all respects as if he had never worked out-of-title.

§4.15 Flexible benefit plan.

- (a) The District will continue to maintain a qualified flexible benefit plan under Section 125 of the Internal Revenue Code. The Plan Document has been previously agreed upon by the parties.
- (b) Effective July 1st of the year that a unit member receiving the “125 Plan Payment” goes off step, said “125 Payment” will be added to the unit member’s base salary and the payment into the 125 Plan shall cease.
 - (1) All costs for the administration of the Plan will be borne by the District.
 - (2) The selection of a third-party administrator will be mutually agreed to by the parties.
 - (3) The Plan Document for the Plan will be mutually agreed to by the parties.
- (c) All eligible participants of the health plan will automatically be enrolled in the insurance premium payment component of the flexible spending benefit plan. This will allow participants to pay for their required health insurance contribution with pre-tax dollars.
- (d) If a participant does not want their insurance contribution deducted from their payroll using pre-tax dollars, they will be required to complete an “Opt Out Form” for the insurance premium payment account. This form can only be accepted during the annual open enrollment process which is held in June of each plan year. All new employees will automatically be enrolled into the insurance premium payment component unless they make an election within thirty (30) days of their effective date of eligibility and complete an “Opt Out Form.”
- (e) All eligible participants must make an annual election during the open enrollment period for enrollment into the health care reimbursement account and the dependent care reimbursement account. New employees will also be provided with the opportunity to enroll into these accounts within thirty (30) days of their eligibility effective date. If no election is made during this period, enrollment cannot be elected until the next general enrollment period.

§4.16 Clothing allowance. Employees who have completed one (1) or more years of continuous employment with the District will receive the annual clothing allowance in the amount of Three Hundred Dollars (\$300) in the first paycheck in December. In order to receive the allowances set forth above, the employee must submit a signed affidavit that the employee has purchased clothing items of at least the amount of the allowance. Cafeteria workers shall be responsible for purchasing all clothing items required by the Board of Health for performing their food service responsibilities.

§4.17 Tax shelter annuity plan. The District agrees that in accordance with Section 3109 of the Education Law, it will enter into an agreement with any employee to deduct the annual salary of such employee for the purpose of purchasing an annuity for such employee which qualifies under Section 403b of the Internal Revenue Service Code.

- (a) Requests for such agreements must be made by the employee between September 1st and October 11th or between January 1st and January 17th of each year of the Agreement.
- (b) The plan selected by the employee must be a qualified Plan. The employee is responsible to submit to the District's business office, a copy of the calculation for the proposed deduction and verification that the deduction conforms to IRS 403b requirements. The plan sponsor must provide an Indemnification Agreement (Hold-Harmless) to the District for said plan and the employee's participation in the plan. The District will mail contributions to the plan sponsor as directed in writing by the employee within five (5) business days after the payroll deduction is made.

§4.18 Training pay. When an employee is required by the District to travel out of the area for job related training, he shall be paid at his regular rate for all time spent in actual travel and training. Pay **may** include; travel costs, lodging expenses, meals, and regular compensation per the districts conference protocols. Training pay will not be considered overtime, call-in pay, out-of-title pay, or anything other than regular rate of compensation.

§4.19 Substitute pay parity. If substitute workers for CMCW positions are compensated at a higher rate than active CMCW employees, then all active CMCW employees in that job title shall have their hourly rates raised to that of the substitutes. The actual salary rates listed in Appendix A shall remain at the lower rate, and thus, an employee who receives the substitute parity rate provided for in this section in one (1) year, may receive only a minimal raise in the following year as he moves up one (1) step on the salary schedule. Also, any subsequent raise that is collectively bargained for shall be calculated based on the actual rates listed in Appendix A and not the substitute parity rate brought about by this section.

§4.20 Access to cafeteria food and beverages. CMCW employees may choose to receive food and beverages from the school cafeteria for their own personal consumption. All such food and beverages received by the employee in this manner must be consumed before the end of the employee's workday and only during designated lunch and break times. All food and beverage items must be brought to the cash registers and "coded" for "custodial and maintenance" by the cashier. This benefit shall be at no cost to the employee. This benefit shall be at no cost to the employee. Employees are entitled to one serving of lunch or breakfast, and only items consider part of the regular school lunch program.

4.21 Payment for specialized certifications. A payment of two hundred and fifty dollars (\$250) per year will be made for specialized certifications outside of the employee's job description: Asbestos, Backflow Preventer, Certified Fire Inspector, Pesticides, Pool Technician, and Water Treatment. Specialized certifications shall be defined as a certificate received by employees after completion of training or testing processes to meet either government agency or industry standards for proper completion of hazardous or complex work tasks. Employees required to hold specialized certifications for their current assignment and any other employees who may fill in for those employees are eligible for the specialized certification payments if:

1. They hold a specialized certification, and
2. May be required to substitute for the regularly assigned employee.
3. Limited to two specialized certification payments per license. Except Pesticides shall have a minimum of three, but not limited to three and be compensated at \$500 per employee.
4. An employee is limited to a maximum of two paid specialized certifications.
5. Employees who are sent to training for said certifications and refuse to perform work when requested are subject to discipline and or termination as per the CBA.
6. Opportunities for specialized certification training shall be posted in the same manner as vacant positions or assignments. Employees may request to be trained for specialized certifications in a similar manner as eligibility for transfers, that is

- (a) The last job evaluation had an annual overall rating of "satisfactory" or better.
- (b) Employee has not been disciplined in the last eighteen (18) months prior to posting.
- (c) The employee has been a bargaining unit member for at least six (6) months.

ARTICLE 5 – RETIREMENT

Sec.

5.1 Retirement plan

§5.1 Retirement plan. Employees shall be covered under Option 75-i and 41-j of the New York State Employees' Retirement System. To be eligible, employees must have at least five (5) years of service in the District.

ARTICLE 6 – SICK LEAVE

Sec.

6.1 Sick leave allocation

6.2 Accumulation

6.3 Proof of illness

Sec.

6.4 Return to payroll

6.5 Employee attendance incentive

6.6 Payment for unused sick days at retirement

§6.1 Sick leave allocation.

- (a) In the first year of employment, employees shall be credited five (5) sick leave days. In the second year of employment, Twelve (12) month employees shall be credited with twelve (12) sick leave days each year for the first ten (10) years of employment. *note – First year would follow current practices.
- (b) Ten (10) month employees shall be credited with ten (10) sick leave days each year for the first ten (10) years of employment and twelve (12) sick leave days each year thereafter.
- (c) Part-time employees who work fifteen (15) hours per week up to nineteen (19) hours per week shall be credited with five (5) sick days per year.
- (d) Part-time employees who work twenty (20) hours per week up to twenty-four (24) hours shall be credited with eight (8) sick days per year.
- (e) **Family illness:** Unit members can designate up to five (5) days of their sick leave per year to care for immediate family. The term “immediate family” includes the following relationships of the employee and the employee’s spouse (or cohabitant): Parents, siblings, children, and grandchildren.
- (f) **Proration upon separation from service.** The annual sick leave allocations shall be prorated (i.e., be earned) at the rate of one-twelfth (1/12th) per month on the first day of each calendar month. If an employee is entitled to more than twelve (12) days per year, such an employee shall accrue sick leave at the rate of two (2) days per month on the first day of each calendar month until accruing the full annual allocation.
- (g) **New employees.** An employee whose first day of attendance at work in a CMCW-covered position falls after the first day of the fiscal year shall be allocated prorated amounts of the annual sick leave set forth above in a fraction equal to the number of whole calendar months left in the fiscal year divided by twelve (12). Such sick leave shall accrue (i.e., be earned) starting on the first day of the first full calendar month after said first day of attendance.

§6.2 Accumulation. Unused sick leave days for twelve (12) month employees may accumulate to a maximum of two hundred thirty-five (235) days. Ten (10) month employees and part-time employees who are eligible to earn sick leave may accumulate unused sick days to a maximum of one hundred eighty-five (185) days. If any

such employees are at the maximum number of accumulated days at the end of the school year, said employees will not receive any further sick days which would otherwise be provided to him at the beginning of the next school year.

§6.3 Proof of illness. The Superintendent may, at his discretion, require satisfactory evidence of incapacitating illness which keeps the unit member from discharging his duties. If the employee is absent for more than five (5) consecutive working days, then the unit member shall provide documentation from their physician within five (5) working days of the request supporting the need to be absent from work. In addition, the Superintendent or designee has the right to meet with employees to require proof of illness for those who have demonstrated a pattern of misuse or excessive utilization. The specific nature of the absence need not be disclosed. Nothing contained herein is to be construed to diminish the District's rights under Section 913 of the New York State Education Law.

§6.4 Return to payroll. When absent employees exhaust their sick leave, they must return to work one (1) week before a payday in order to receive a paycheck for that pay period. The employee must inform the payroll department, in writing, when he returns to work.

§6.5 Employee attendance incentive.

- (a) If an employee achieves “perfect attendance” during at least one-half (1/2) of his work year, then he shall receive an incentive payment in the second paycheck following the end of the attendance period as follows:
 - (1) Twelve (12) month employees: July 1st to December 31st – Four Hundred Dollars (\$400).
 - (2) Twelve (12) month employees: January 1st to June 30th – Four Hundred Dollars (\$400).
 - (3) Ten (10) month employees: September 1st to January 31st – Three Hundred Dollars (\$300).
 - (4) Ten (10) month employees: February 1st to June 30th – Three Hundred Dollars (\$300).
- (b) “Perfect attendance” shall not be lost by absence as a result of the following leaves: bereavement, jury duty, personal, vacation, or Workers’ Compensation.
- (c) Nothing contained in this Section shall limit the employer from questioning an employee about his absenteeism at any time.

§6.6 Payment for unused sick days at retirement. Upon retirement from the District, an employee may choose to receive payment for unused accumulated sick days in lieu of the retirement incentive described in Article 15 of this Agreement. The sick leave payout shall be calculated as follows: Total unused accumulated days (but only to a maximum of two hundred twenty [220] days for twelve [12] month employees and one hundred fifty [150] days for ten [10] month employees) multiplied by Thirty-Five Dollars (\$35). If the employee provides at least one (1) year’s written notice to the District, then the per diem payout shall be increased to Fifty Dollars (\$50).

ARTICLE 7 - PERSONAL LEAVE

Sec.	Sec.
7.1 Personal leave allocation	7.4 Payment for unused personal leave earned under a temporary appointment
7.2 Purpose	7.5 Payment for unused personal leave for ten (10) month employees
7.3 Extenuating circumstances	

§7.1 Personal leave allocation. An employee may receive two (2) paid personal leave days per year. Effective July 1st, 2014, an employee may receive three (3) paid personal leave days per year. This benefit shall apply to

all unit members. Any unused personal day shall be added to an employee's accumulated sick leave, subject to the maximum accumulation set forth in Section 6.2 of Article 6 of this Agreement.

§7.2 Purpose. In general, personal leave will be granted for matters which cannot be taken care of outside regular school hours and for reasons of a serious enough nature as to cause undue inconvenience or hardship. Personal leaves will not be granted for any day or part of a day immediately prior to or following a vacation day or holiday. An employee who wishes to take personal leave must complete a personal leave request form and submit it to his immediate supervisor, except in cases of emergency when advance notice cannot be given.

§7.3 Extenuating circumstances. One (1) additional personal leave day may be granted under extenuating circumstances at the discretion of the Director of Administration. The additional personal leave, if granted, shall be deducted from the employee's accumulated sick leave. An employee who wishes an additional personal leave day shall submit a letter to the Director of Administration, stating the reason for his request.

§7.4 Payment for unused personal leave earned under a temporary appointment. Employees who are represented by the CMCW under a temporary appointment and who are eligible to accrue personal leave under said temporary appointment, shall be paid for the prorated unused personal days at the end of their appointment. If the individual is thereafter appointed to a regular position represented by the CMCW during the same fiscal year, then any accumulated personal days earned under said regular appointment shall be reduced by the number of unused personal days paid for under the temporary appointment.

§7.5 Payment for unused personal leave for ten (10) month employees. Ten (10) month employees shall have the option to convert unused personal days to pay rather than converting days to sick leave. The rate for conversion to pay shall be Fifty Dollars (\$50) per day.

ARTICLE 8 - EMERGENCY LEAVE

Sec.

8.1 Additional leave days

8.2 Days without pay

§8.1 Additional leave days. The Director of Administration may grant additional leave days for emergencies.

§8.2 Days without pay. Access to days without pay, as a separate leave category, shall be subject to the following elements.

- (a) Prior to the use of days without pay, all personal, sick and vacation leave must be exhausted.
- (b) Days without pay can only be used in limited and extraordinary circumstances. Thus, an employee must get permission from the supervisor of buildings and grounds (for custodial and maintenance employees) or the food service manager (for cafeteria employees) prior to the use of a day without pay.
- (c) If an employee uses a day without pay that is not justified by an extraordinary reason, then the District may seek disciplinary action for the excessive absences.

ARTICLE 9 - OTHER LEAVE

Sec.

9.1 Bereavement: Death in immediate family; immediate family defined

9.2 Bereavement: Death outside immediate family

Sec.

9.3 Court attendance

9.4 Jury duty

§9.1 Bereavement: Death in immediate family; immediate family defined. All unit members shall be granted up to five (5) days' bereavement leave for a death in the immediate family. The term "immediate family" includes the following relationships of the employee and the employee's spouse (or cohabitant): Parents, siblings, children, grandchildren, and grandparents.

§9.2 Bereavement: Death outside immediate family. An employee shall be granted two (2) days of paid leave for the death of nephew, niece, aunt, uncle and in-laws not included in Section 9.1, above. However, up to five (5) days of leave may be allowed upon approval of the Superintendent or his designee.

§9.3 Court attendance. Time off without loss of pay shall be given for court attendance when on school business or when subpoenaed, except not when the attendance is in a proceeding where the employee is a party or in a proceeding that involves the employee's personal business.

§9.4 Jury duty. Within reason, employees are encouraged to fulfill their civic obligations in cases of jury duty. The difference between any compensation received and the regular pay of the employee with the District shall be made up by the District. Upon receipt of jury duty notice, an employee shall provide a copy of said notice to the Director of Administration.

ARTICLE 10 - LONG TERM LEAVE OF ABSENCE

Sec.		Sec.	
10.1	Length of leave	10.3	Status while on leave
10.2	Reasons for leave	10.4	Status upon return from leave

§10.1 Length of leave. An employee may request a leave of absence without pay or benefits for six (6) months. A leave may be extended for six (6) months with the approval of the Superintendent or his designee. A written request for a leave of absence or for an extension of a leave of absence must be submitted to the Superintendent or his designee.

§10.2 Reasons for leave. Acceptable reasons for requesting a leave of absence are personal illness, illness of an employee's spouse or child, or for education, which would result in a clear benefit to the District. A leave of absence for personal illness shall not be granted until an employee has exhausted his accumulated sick leave.

§10.3 Status while on leave. While an employee is on a leave of absence without pay or benefits, he shall retain his salary step and accumulated sick leave, but no new benefits shall accrue.

§10.4 Status upon return from leave. If a comparable position is not available upon the date of an employee's return from leave, he will be placed on a waiting list for due consideration.

ARTICLE 11 - SHORT TERM LEAVE OF ABSENCE

Sec.		Sec.	
11.1	Length of leave	11.3	Limitations
11.2	Request for leave		

§11.1 Length of leave. The Superintendent or his designee may grant a request for a short-term leave of absence without pay or benefits for up to twenty (20) workdays.

§11.2 Request for leave. An employee who wishes a short-term leave of absence must submit a written request to the Superintendent or his designee at least two (2) weeks before the leave is to begin. A unit member who is absent, without pay, must have the approval of the Superintendent or his designee. Failure to obtain permission may result in discharge or appropriate disciplinary action.

§11.3 Limitations. The granting of a request for a short-term leave of absence is at the sole discretion of the Superintendent or his designee and shall depend in part upon the availability of a suitable replacement. Short-term leaves of absence shall not be granted to accept employment elsewhere. An employee may have only one (1) short-term leave of absence each fiscal year.

ARTICLE 12 - MATERNITY LEAVES

Sec.	Sec.
12.1 Duration of leave	12.2 Extension of leave

§12.1 Duration of leave. A maternity leave of absence without pay or benefits may begin at any time that an employee wishes. Such leave may last for no more than one (1) year, unless an employee requests an extension.

§12.2 Extension of leave. Upon written request to the Superintendent or his designee, an employee may have her maternity leave extended for a period up to one (1) year, subject to the approval of the Board.

ARTICLE 13 - HOLIDAYS

Sec.	Sec.
13.1 Eligibility	13.3 Paid holidays for ten-month employees
13.2 Number of observance of holidays	13.4 Religious holidays

§13.1 Eligibility. Twelve (12) month employees will receive the paid holidays specified in Section 13.2, below. Ten (10) month employees will receive pay for the holidays specified in Section 13.3, below.

§13.2 Number and observance of holidays. Eligible employees shall be granted fifteen (15) paid holidays each year. The actual dates for the observance of the holidays shall be determined by the Director of Administration or his designee, after consultation with the CMCW president.

§13.3 Paid holidays for ten-month employees. Ten (10) month employees will receive pay for the following holidays: Eligible employees shall be granted seven (7) paid holidays each year. The actual dates for the observance of the holidays shall be determined by the Director of Administration or his designee, with input from the CMCW president.

§13.4 Religious holidays. An employee may request time off for the observance of religious holidays. Such requests shall be submitted to an employee's immediate supervisor for consideration on an individual basis.

ARTICLE 14 - VACATIONS

Sec.	Sec.
14.1 Eligibility	14.5 Carryover
14.2 Vacation day allotment	14.6 Payment for carried-over vacation days
14.3 Scheduling	14.7 Payment for unused vacation leave earned under a temporary appointment
14.4 Limitations	

§14.1 Eligibility. Only salaried Custodial and Maintenance employees are eligible for vacation.

§14.2 Vacation day allotment. A newly hired employee shall be granted one (1) vacation day for his first month of employment, plus one (1) additional day for each additional two (2) months of employment up to a maximum of five (5) days. Employees shall be granted twelve (12) vacation days for the second (2nd) through the sixth (6th) year of employment; seventeen (17) vacation days for the seventh (7th) through the twelfth (12th) year of employment; twenty-two (22) vacation days for the thirteenth (13th) through the twentieth (20th) year of employment; and twenty-five (25) vacation days each year thereafter. (NOTE: The twenty-five [25] vacation day level shall be effective on July 1st, 2014.)

§14.3 Scheduling. Head custodians shall consult with individual custodial employees to schedule vacations. The assistant supervisor of buildings and grounds shall consult with individual maintenance employees to schedule vacations. All vacation schedules are subject to approval of the Director of Operations for custodial staff and Director of Building and grounds for maintenance staff. Except in emergencies, an employee must give at least forty-eight (48) hours' notice of the request for vacation day(s). If an employee wishes to know his available vacation days or his vacation entitlement status, he should consult his immediate supervisor before July 1st of each year.

§14.4 Limitations. Custodians may take their vacation during summer when school is not in session. Vacations are to be scheduled to ensure coverage of summer activities.

§14.5 Carryover. An employee may carryover a maximum of ten (10) unused vacation days which must be utilized or converted for pay as set forth in this Agreement in the following fiscal year.

§14.6 Payment for carried-over vacation days. Employees who carryover unused vacation days pursuant to Section 14.5 of this Agreement, may choose to convert up to five (5) of those days to salary at the employee's per diem rate. Vacation days that are converted to salary in this manner are deducted from the total carryover days. If an employee provides notice of intent to sell back vacation leave on or before June 1st each year, then the limit for converted days shall be increased from five (5) to seven (7).

§14.7 Payment for unused vacation leave earned under a temporary appointment. Employees who are represented by the CMCW under a temporary appointment and who are eligible to accrue vacation leave under said temporary appointment, shall be paid for the prorated unused vacation days at the end of their appointment. If the individual is thereafter appointed to a regular position represented by the CMCW during the same fiscal year, then any accumulated vacation days earned under said regular appointment shall be reduced by the number of unused vacation days paid for under the temporary appointment.

§14.8 Proration - Proration upon separation from service. The annual vacation leave allocations shall be prorated (i.e., be earned) at the rate of one-twelfth (1/12th) per month on the first day of each calendar month. If an employee is entitled to more than twelve (12) days per year, such an employee shall accrue vacation leave at the rate of two (2) days per month on the first day of each calendar month until accruing the full annual allocation.

ARTICLE 15 - EARLY RETIREMENT INCENTIVE

Sec.
15.1 Incentive

Sec.
15.2 Eligibility

§15.1 Incentive. Eligible employees may opt to receive a retirement incentive, which shall be equal to fifteen percent (15%) of the employee's last year base rate salary. However, if an employee provides at least ninety (90) days' written notice of his retirement date, then the amount of the incentive shall be increased to twenty percent (20%).

§15.2 Eligibility. Employees shall be eligible to receive the retirement incentive by meeting the following criteria:

- (a) Retire during a year when the employee is eligible for a retirement benefit under the rules of the Employees' Retirement System. However, eligibility will end at the end of the school year in which the employee becomes eligible for his full retirement without penalty under the rules of the Employees' Retirement System.

- (b) Any employee who is eligible for a retirement benefit under the Tier 1 or Tier 2 rules of the New York State Employees' Retirement System, and is so classified as a Tier 1 or Tier 2 member of said Employees' Retirement System, shall be eligible for the retirement incentive described in Article 15.1 of this collective bargaining agreement, so long as they have not passed the age at which they are first eligible for the Social Security Medicare benefit.

ARTICLE 16 - QUALIFICATION FOR BENEFITS

<p>Sec. 16.1 Cafeteria employees</p>	<p>Sec. 16.2 Custodial and Maintenance employees</p>
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§16.1 Cafeteria employees. Except as otherwise provided herein, to be eligible for benefits, a cafeteria employee must work a twenty-five (25) hour workweek.

§16.2 Custodial and Maintenance employees. To be eligible for benefits, a custodial or maintenance employee must work a forty-hour (40) workweek. Except as otherwise provided in Article 17 of this Agreement, a custodial or maintenance employee who works less than a forty-hour (40) workweek shall have his benefits prorated.

ARTICLE 17 - HEALTH BENEFITS

<p>Sec. 17.1 Eligibility 17.2 Health, vision and dental coverage for employees 17.3 Health, vision and dental coverage for retirees 17.4 Contributions to the cost of providing health benefits</p>	<p>Sec. 17.5 Continuation of benefits during unpaid leave 17.6 Cash-in-lieu of health benefits 17.7 Health flexible spending account 17.8 Health reimbursement account 17.9 Reimbursement of certain premiums paid</p>
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§17.1 Eligibility. The District shall provide individual, two-person, or family health, dental, and vision benefits to all unit members who are employed by the District in positions that regularly require twenty-five (25) or more hours of service per week (each such person, an "Eligible Employee"), the spouse and dependents of deceased unit members, unit members who work less than twenty-five (25) hours per week and choose to pay the entire premium, and retired unit members who retire while this Agreement is in effect and who, on the date of their retirements: (a) are employed in such positions, (b) are enrolled as a participant in plans sponsored by the District offering such benefits (or as the spouse of a participant if both spouses are employees of the District), (c) have completed at least ten (10) years of employment with the District, and (d) have written confirmation from the applicable New York State Retirement System evidencing their approval for retirement benefits (each such person, an "Eligible Retiree").

§17.2 Health, vision and dental coverage for employees.

- (a) Effective July 1st, 2018, the District shall provide all Eligible Employees the opportunity to participate in the following health benefits:
 - (1) Medical, surgical, and prescription drug coverage for participants and their spouses and dependents as set forth in The District Health Plan.

- (2) Dental coverage (including coverage for preventive care and orthodontic care) for participants and their spouses and dependents as set forth in the District Dental plan; and,
 - (3) Vision coverage (including coverage for eye examinations, eyeglasses, and contact lenses) for participants as set forth in the District Vision Plan.
- (b) An Eligible Employee shall be eligible to participate in vision and dental benefits offered by the District even if he does not participate in the medical, surgical, and prescription drug coverage described in (a)(1) above.
- (c) For the period from the beginning of the term of this Agreement through the day before the effective date noted above, health, vision, and dental coverage, as applicable, shall be provided by the District pursuant to and to the extent of the terms of the agreement, including amendments thereto, covering the period immediately preceding this Agreement.

§17.3 Health, vision and dental coverage for retirees.

- (a) Effective July 1st, 2014, each Eligible Retiree shall be provided by the District an opportunity to participate in the benefits described above in Section 17.2, as such benefits might be altered from time to time by negotiations between the District and CMCW for its active members, until such date as he becomes eligible to enroll in Medicare Part A or Part B (“Medicare Eligibility Date”), upon which date, the Eligible Retiree’s participation in the plans affording such benefits shall terminate; provided, however, that such Eligible Retiree may elect the option set forth in the paragraph below. From and after an Eligible Retiree’s Medicare Eligibility Date, the District shall provide him the opportunity to participate in a Medicare Advantage plan. In the event that the District does not offer an Eligible Retiree who has reached his Medicare Eligibility Date the opportunity to participate in a Medicare Advantage plan that provides dental coverage, the District shall permit such Eligible Retiree to continue his participation in a plan described Section 17.2(b) until such time as the District offers him the opportunity to participate in a Medicare Advantage plan that provides dental coverage.
- (b) An Eligible Retiree may elect, for the two (2) year period commencing on the Eligible Retiree’s Medicare Eligibility Date (“Option Period”), to either (1) enroll in the Medicare Advantage plan or (2) enroll in Medicare and continue his participation on the terms that were in effect on the day before his Medicare Eligibility Date. Each Eligible Retiree may again elect between the aforementioned options, to be effective immediately after the Option Period, so long as the Eligible Retiree provides the District with a written election at least sixty (60) days before the end of the Option Period.

§17.4 Contributions to the cost of providing health benefits.

- (a) The District shall pay an amount equal to eighty-seven percent (87%) of all premiums and premium equivalents due for the benefits described in Section 17.2(a) and in Section 17.3. In addition, the District shall pay an amount equal to one hundred percent (100%) of all premium equivalents and premium contributions due for the benefits described in Section 17.2(b) and Section 17.2(c). In no year shall the amount of premium or premium equivalent paid by an Eligible Employee increase by an amount greater than seventy-five percent (75%) of such Eligible Employee’s increase in wages for the same year.
- (b) An Eligible Retiree shall pay the same applicable contribution as active employees, which may increase from year to year, until the Eligible Employee’s Medicare Eligibility Date, at which time the District shall pay an amount equal to one hundred percent (100%) of all premium equivalents and premium contributions due for the benefits described in Section 17.3. The District will not pay or reimburse any Eligible Retiree for any Medicare premiums.

- (c) The surviving spouse or dependents of a deceased Eligible Employee or Eligible Retiree shall pay the same amount for premiums or premium equivalents as the Eligible Employee or Retiree would have paid.
- (d) Each Eligible Employee or Eligible Retiree who is eligible to participate in the plans described in Section 17.2 and Section 17.3 shall, as a condition of his participation in such plans, remit to the District an amount equal to that portion of the premiums or premium equivalents (as applicable) not paid for by the District pursuant to the preceding paragraph due for his coverage (and that of any spouse and dependents enrolled through him) under such plans. The District shall afford all employees eligible to participate in one or more of the plans described in Section 17.2 an opportunity to participate in a premium conversion plan through which they may pay their share of premiums and premium equivalents due for their coverage under such plans via pre-tax withholding from their wages, which premium conversion plan may require an affirmative written election by employees who do not wish to pay their share of premiums or premium equivalents via pre-tax withholding.

§17.5 Continuation of benefits during unpaid leave. An employee who is on an unpaid leave of absence from his employment with the District that qualifies as leave to which the employee is entitled under the Family and Medical Leave Act of 1993, as amended (“FMLA Leave”), may continue his participation in plans described in Section 17.2 in which he is participating on the date of the commencement of such leave by making all contributions therefor required under Section 17.4. An employee who is on an unpaid leave of absence from his employment with the District that is not FMLA Leave shall be required to pay the District an amount equal to (a) for the first month of such leave, the contributions determined under Section 17.4 for such month, and (b) for the remainder of such leave, one hundred and two percent (102%) of the premiums or premium equivalents therefor, as a condition of the continuation of his or her participation in such plans for the duration of such leave.

§17.6 Cash-in-lieu of health benefits.

- (a) Effective July 1st, 2014, the District shall permit each Eligible Employee the opportunity to elect to receive a cash benefit equal to two thousand five hundred dollars (\$2,500.00) in exchange for the Eligible Employee’s waiver of his right to participate in the benefits described in Section 17.2(a) for any fiscal year of the District. Such a waiver shall be made in writing prior to the first day of the fiscal year for which it shall be effective or, for newly eligible employees, during an initial enrollment period specified by the District, and otherwise be made on such forms and at such times as the District shall determine from time to time. If the Eligible Employee who executes such a waiver has a spouse who (a) is an employee of the District at the time of the waiver and (b) does not otherwise elect to participate in the benefits described in Section 17.2(a), such spouse shall receive a cash benefit equal to two thousand five hundred dollars (\$2,500.00).
- (b) Once made, such a waiver shall be irrevocable for the fiscal year for which it has been made; provided, that an Eligible Employee who waives his right to participate in the benefits described in Section 17.2(a) on account of his enrollment in other similar benefits or coverage shall be permitted to revoke his waiver and elect to commence participation in the plan providing the benefits described in Section 17.2(a) upon the loss of such other coverage, subject to the terms and conditions of such plan. In the event that a waiver of benefits is revoked by an Eligible Employee mid-fiscal year, as permitted by the preceding sentence, the cash benefit to which he shall be entitled for the fiscal year shall be reduced by two hundred eight dollars and thirty-three cents (\$208.33) for every full or partial month in which he participates in benefits described in Section 17.2(a) during such fiscal year. If already paid to the Eligible Employee, the amount by which his cash benefits are reduced shall be added to the employee’s share of premiums or premium equivalents due for the fiscal year under Section 17.4. If an Eligible Employee becomes newly eligible for and makes an appropriate election to receive cash benefits described in this section mid-year, the cash benefit for which he or she shall be eligible shall be prorated as described in the second sentence of this paragraph.

§17.7 Health flexible spending account. The District shall afford each Eligible Employee the opportunity to participate in a health flexible spending account plan (“Health FSA”) into which he may elect to have contributions made via pre-tax withholding from his or her wages. All costs of administration of the Health FSA will be borne by the District.

§17.8 Health reimbursement account. Each employee shall be eligible for an annual District contribution to a health reimbursement account (HRA) as defined in the Internal Revenue Code section 105(h). The amount of the contribution shall be Seven Hundred Dollars (\$700). Unused funds shall rollover to the next plan year. All administrative fees and expenses to maintain said plan shall be offset by the District. Any interest earned on funds held within these accounts shall be retained by the District to offset administrative fees and expenses. Current or past employees shall have access to their HRA funds until the funds are depleted. If a current or past employee dies with funds remaining in his HRA, then his spouse and dependents shall continue to have access to the funds until depleted. If there is no spouse or dependents, then the funds shall revert to the District. Employees who have funds in both the flexible spending account (Section 4.15) and the HRA shall be reimbursed from the flexible spending account first before funds are reimbursed from the HRA unless the employee chooses otherwise.

§17.9 Reimbursement of certain premiums paid. Employees who moved on step into 2012-2013 and 2013-2014 and whose premium equivalent shares for those same years increased due to wage increases shall be reimbursed the amounts of those increases, if any, no later than the second payroll after July 1, 2014. This section shall be deleted from the successor to this Agreement.

ARTICLE 18 - DISABILITY INSURANCE

Sec.

18.1 Disability benefits provided

Sec.

18.2 Payroll deductions

§18.1 Disability benefits provided. The District shall provide for the payment of disability benefits to all employees.

§18.2 Payroll deductions. The District shall deduct from each employee's salary the amounts provided by Section 209 of the Workers' Compensation Law as an employee's contribution for the cost of providing disability benefits.

ARTICLE 19 - PERSONNEL FILES

Sec.

19.1 Access; notification

19.2 Right to respond

Sec.

19.3 Derogatory material

19.4 Indemnification

§19.1 Access; notification. An employee shall have the right to review the contents of his personnel file, except for confidential pre-hire materials and recommendations. An employee who wishes to review his personnel file shall give the personnel office at least two (2) days' advance notice.

§19.2 Right to respond. An employee shall have the right to respond to any materials contained in his personnel file.

§19.3 Derogatory material. No derogatory material shall be placed in an employee's file unless it has been fully documented. An employee shall receive a copy of such material and may file a written response within thirty (30) days after receipt.

§19.4 Indemnification. The District shall be indemnified from any and all claims and charges, which arise from the provisions of this article.

ARTICLE 20 - WORKING CONDITIONS

Sec.		Sec.	
20.1	Lunch period for cafeteria employees	20.7	Opportunities for additional hours for cafeteria employees
20.2	Emergency call-in	20.8	Absence procedure
20.3	Snow days and emergency closings	20.9	Flexible hours
20.4	Training programs	20.10	Defensive driving course reimbursement
20.5	Safe and healthful conditions		
20.6	Job classifications		

§20.1 Lunch period for cafeteria employees. All regularly employed cafeteria employees who work twenty-five (25) or more hours per week shall have a thirty (30) minute lunch period. All cafeteria employees shall receive one (1) fifteen (15) minute break per day. The timing of the breaks shall be determined by the supervisor.

§20.2 Emergency call-in. If an employee receives an emergency call to investigate a break-in or vandalism in a District building, he shall be accompanied by either a police officer or another employee while conducting the investigation. An employee may refuse to enter a District building if he is not afforded the protection provided by this Section.

§20.3 Snow days and emergency closings. When an emergency day is used by the District, ten (10) month employees will not be required to report to work.

§20.4 Training programs. Programs for training employees in the repair and maintenance of new and complex equipment are to be conducted whenever possible.

§20.5 Safe and healthful conditions. The District shall make every effort to maintain safe and healthful conditions for its employees. Employees shall make every effort to employ sound safety measures during their employment.

§20.6 Job classifications.

- (a) The CMCW shall be informed of all classifications and all job write-ups for positions within its negotiating unit at least three (3) days before their presentation to the County Civil Service Commission. The CMCW shall receive at least seven (7) days advance notice of any new job classification and job descriptions, which the District plans to present to the Commission.
- (b) The District shall discuss any major planned job modifications with the CMCW president before their implementation. Work to be performed within an eight-hour (8) shift shall not be considered a major job modification.

§20.7 Opportunities for additional hours for Cafeteria employees. The District agrees to provide existing employees opportunities for additional hours when such hours become available in the school to which they are assigned and further, to consider existing employees when filling positions with greater hours when such positions become vacant. The final determination shall be made by the food service supervisor.

§20.8 Absence procedure.

- (a) If an employee is to be absent, he shall notify his supervisor at least two (2) hours before the start of his shift. An employee shall be deemed to be returning to work on his next regularly scheduled workday after his absence unless he has notified his supervisor that he is to be absent for a specific number of days, in which case he shall be deemed to be returning to work on his next regularly scheduled workday after said days of absence.
- (b) An employee who does not follow the procedure described in this Section may be denied a day's work and wages.

§20.9 Flexible hours. With the consent of the superintendent of buildings and grounds, and an employee's immediate supervisor, during the months of July and August, twelve (12) month employees will be given the opportunity on a voluntary basis to work four (4) ten (10) hour days per week rather than five (5) eight (8) hour days or modify the hours of a regular five (5) day work week to 6:00 a.m. to 2:30 p.m.

§20.10 Defensive driving course reimbursement. Any employee who operates a District vehicle and completes an approved defensive driving course shall be reimbursed up to fifty dollars (\$50) upon presentation of a receipt at a maximum of once every three (3) years.

ARTICLE 21 - LAYOFF AND SENIORITY

Sec.

21.1 Layoff procedure for noncompetitive and labor class employees

§21.1 Layoff procedure for noncompetitive and labor class employees.

- (a) The District shall review the evaluation forms for all employees within a job title that is subject to layoffs in order to determine an annual performance rating for each employee over the past three (3) years.
- (b) The annual rating for each year shall be the column (Outstanding, Satisfactory, Improvement Needed, Unsatisfactory) in which the employee received a plurality of marks. Any marks made between two columns shall be "rounded" up to the better evaluation column.
- (c) Once the yearly evaluation rating is determined for each of the past three (3) years, the employee shall receive an overall rating equal to the majority of the three (3) annual ratings. If the employee has three (3) different annual ratings then the middle rating shall be the overall rating.
- (d) Employees with the lowest overall ratings shall be subject to layoff before employees with higher overall ratings. Employees within a particular rating shall be subject to layoff in order of seniority, from least to most.
- (e) In addition to the layoff order as described above, all noncompetitive and labor class employees shall enjoy the same recall rights as competitive class employees.

ARTICLE 22 – VACANCIES AND POSTINGS

Sec.		Sec.	
22.1	Vacancy	22.5	Timeliness of postings and placement
22.2	Contents of posting	22.6	Posting and placement for encumbered openings
22.3	Notification		
22.4	Recommendation for appointment		

§22.1 Vacancy. Vacancies will be posted for at least seven (7) business days in each school building, at the maintenance shop, and at the administration building before an appointment is made.

§22.2 Contents of posting. The posting shall list the position, job description, process for applying and deadline for applications. It shall also state, when applicable, that the position may be filled by transfer.

§22.3 Notification. The CMCW president shall receive a copy of all postings for the bargaining unit at the same time the notices are sent to District buildings.

§22.4 Recommendation for appointment. The responsibility for making the decision for a recommendation to the Board for an appointment to the promotional position shall be vested in the Superintendent in coordination with the Director of Administration.

§22.5 Timeliness of postings and placement. The District shall post vacant positions within eight (8) business days after it becomes aware of the existence of the vacancy. Placement of a qualified employee into a vacant position shall be made within ten (10) business days of the end date of the posting.

§22.6 Posting and placement for encumbered openings. The District shall post an encumbered opening within eight (8) business days after it becomes aware that the length of the opening will exceed sixty (60) calendar days. However, if a position is actually open for sixty (60) calendar days, the District shall post the opening within three (3) business days. Placement of a qualified employee into an encumbered opening shall be made within ten (10) business days of the end date of the posting.

ARTICLE 23 - TRANSFERS

Sec.		Sec.	
23.1	Transfer defined	23.3	Consideration for voluntary transfer
23.2	Responsibility for transfer	23.4	Involuntary transfer

§23.1 Transfer defined. The term transfer means the movement from one assignment to another in the same Civil Service job “title” except as hereinafter noted. (Examples of transfers are Laborer to Laborer, Custodial Laborer to Custodial Laborer, Maintenance B to Maintenance B, elementary Head Custodian to elementary Head Custodian, Head Custodian of high school to Head Custodian of high school, Head Custodian of middle school to Head Custodian of middle school, Night Supervisor to Night Supervisor, three-hour Food Service Helper to three-hour Food Service Helper). A transfer will not include assignments within the Maintenance A (Skilled Mechanic) job title except when said employee can demonstrate the specific skills and significant experience necessary to perform the functions of the Maintenance A position for which application is made.

§23.2 Responsibility for transfer. The responsibility for transfers shall be vested in the Superintendent in coordination with the Director of Administration.

§23.3 Consideration for voluntary transfer. The following shall govern in making a decision to voluntarily transfer a unit member:

- (a) The last job evaluation had an annual overall rating of “satisfactory” or better, AND has a “satisfactory” rating over the last year

- (b) Employee has not been disciplined in the last eighteen (18) months prior to posting.
- (c) The unit member has not had a voluntary transfer within the last twelve (12) months.
- (d) The employee has a request made in the last six (6) months prior to posting on file for a transfer or makes a request for a transfer in accordance with posting.
- (e) The employee has been a bargaining unit member for at least six (6) months.
- (f) If all the above criteria are met, seniority shall be the controlling factor for the decision to transfer.

Seniority shall mean the length of continuous service in the particular division of the department with the first day worked in that division (i.e. Custodial in Custodial, Cafeteria in Cafeteria, Maintenance in Maintenance). If two (2) or more candidates qualify as the most senior, the District and the CMCW shall agree, or if not, draw lots on who will be appointed.

§23.4 Involuntary transfer. An involuntary transfer shall be made only after a meeting between the Superintendent or his designee and the affected employee. The employee shall be advised at the meeting of the reason for the transfer.

ARTICLE 24 – PROMOTIONS

<p>Sec. 24.1 Definition</p> <p>24.2 Selection</p>	<p>Sec. 24.3 Recommendation for appointment</p>
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§24.1 Definition.

- (a) A promotion occurs when an employee moves from a lower ranked job title to a higher ranked job title according to the charts below:

Custodial/Maintenance Department	Food Service Department
Working Foreman (Custodial or Maintenance)	Cook Manager (Level Three = 9+ Employees Supervised)
Head Custodian / Maintenance A	Cook Manager (Level 2 – 5-8 Employees Supervised)
Custodian	Cook Manager (Level One = 1-4 Employees Supervised)
Maintenance B	Cook / Baker
Laborer	Cook Helper / Food Service Helper 5+ Hour
	Food Service Helper 3-5 Hour

- (b) Any move from a food service title to a custodial/maintenance title shall be a promotion, except a move to laborer which shall not be eligible for any promotional increment.
- (c) Any move from a lower ranked job title to any higher ranked job title shall be considered a single promotion (i.e., disregarding the number of intervening titles on the list). For example, a move from laborer to custodian is one (1) promotion, not two (2).
- (d) Notwithstanding paragraph (c) of this section, any move from a food service title to Cook Manager (Level Three) shall be considered a “double” promotion for the purpose of compensation. The 1.07 multiplier set forth in Section 4.3 of this Agreement shall be applied as a 1.14 multiplier.

§24.2 Selection. In making the decision to appoint a unit member to a promotional position the following will apply:

- (a) Employee must be able to meet Civil Service requirements for the position.
- (b) The last job evaluation had an annual overall rating of “satisfactory” or better and has a “satisfactory” rating of attendance over the last three years.
- (c) The unit member has not been disciplined within the eighteen (18) months prior to posting and the job evaluations during this time period had annual overall ratings of “satisfactory” or better.
- (d) Relevant experience, training and qualifications.
- (e) Seniority in the appropriate division of the department. This means the length of appropriate continuous service in the cafeteria service for cafeteria positions and custodial/maintenance service for custodial/maintenance positions.

§24.3 Recommendation for appointment. The responsibility for making the decision for a recommendation to the Board for an appointment to the promotional position shall be vested in the Superintendent in coordination with the Director of Administration.

ARTICLE 25 – DISCIPLINE OR TERMINATION OF EMPLOYMENT

<p>Sec. 25.1 Communications regarding job performance 25.2 Disciplinary procedure 25.3 Supervisory responsibility</p>	<p>Sec. 25.4 Permanent arbitrators 25.5 Termination of services 25.6 Employee resignation</p>
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§25.1 Communications regarding job performance. In order to discipline or discharge an employee, that employee must have been provided the benefit of a progressive process which made the employee aware that an alleged act is unacceptable or a basis for discipline. The process should provide for any of the following steps as appropriate to individual situations:

- (a) A formal verbal communication regarding the issue, wherein the supervisor may make a note to personnel file regarding the concern, and suggestion made to remedy the concern.
- (b) Counseling Memo – a written notice specific to issue, with suggestions made to remedy the concern.
- (c) Evaluation – written appraisal regarding performance, with suggestions made to remedy the concern.

Nothing contained in Section 25.1 of this Agreement shall apply to incidents or conduct by an employee which is so serious in nature so as to justify immediate suspension and/or discharge.

§25.2 Disciplinary procedure.

- (a) The District shall follow Section 75 of the Civil Service Law with regard to the discipline or termination of an employee, except for the requirement of a transcript, or except when the employee elects to proceed by demanding a hearing by a permanent arbitrator designated under Section 25.4 of this Agreement. The District will provide Notice of Charges consistent with Section 75 even in those instances where the employee elects to have a permanent arbitrator decide the case, but the employee is not otherwise accorded any rights under Section 75 if he elects have a permanent arbitrator decide his case. If the District seeks termination for theft, dishonesty (e.g., falsifying records, fraudulently collecting benefits), physical violence toward a superior, another staff member or student, criminal conduct in the workplace, improper advances or sexual contact or harassment of students or staff, alcohol/illegal drug use or possession in the workplace, or similar acts of misconduct, which, if

proven, would warrant summary dismissal, then the employee's salary and benefits shall be continued for a period of three hundred sixty-five (365) days from the date the District files charges, or until the final disposition of the disciplinary action, whichever occurs first. For the purpose of this Section, charges will be deemed to have been filed when either personally served upon the employee, or when personally served upon the CMCW president with a copy of said charges mailed, certified return receipt requested, to the last known address of the employee. An Answer to the charges shall be required as provided in Section 75 or the proposed discipline will be imposed. With the Answer, the employee will elect in writing whether to proceed with Section 75 procedures or proceed with the appointment of a permanent arbitrator under Section 25.4. The parties shall make every reasonable effort to schedule an arbitration session in a timely manner with back to back sessions. In the event the arbitrator fails to sustain terminating the charged employee, the final penalty imposed by the arbitrator shall not be restricted or limited by prior arbitration decisions rendered with respect to the length of a suspension without pay.

- (b) Unreasonable delay. If during the course of an arbitration provided for in Section 25.2(a), the District or the CMCW has reason to believe that either party is causing unreasonable delay of the proceedings, then the District or the CMCW may make a written application to the arbitrator to withhold or make further salary payments to the employee. The application shall be served upon the arbitrator and the other party concurrently. The District or the CMCW may respond in writing to the arbitrator, copied to the other party, within seven (7) days of receipt of the application. The arbitrator shall issue a decision on the matter within seven (7) days of receipt of the response from the other party or fourteen (14) days of the receipt of the initial application. The arbitrator's decision shall be final pending the outcome of the arbitration. Salary withheld or paid by the District may be released to the employee or paid by the employee to the District in accordance with the final award.
- (c) Either party may request the services of a stenographer during the arbitration hearing(s) upon at least forty-eight (48) hours' notice to the other party. The parties agree to share the cost of the stenographer.

§25.3 Supervisory responsibility. Performance appraisals of unit employees originated by working foreman and head custodians may be used by the District for the purpose of initiating the evaluative process. The evaluation may be the data utilized by the appropriate administrative or supervisory personnel to investigate the employee's action for the potential imposition of discipline.

- (a) Head custodians, assistant supervisor of buildings and grounds, and food service managers are responsible to provide supervision utilizing the above-stated processes. In so doing, said lead employees shall depend upon the assistance of, and it shall be the responsibility of building administrators, the supervisor of buildings and grounds or the supervisor of school lunch program to formally address performance issues for disciplinary purposes.
- (b) Maintenance A and B employees may be assigned by the District in accordance with their Civil Service classification as well as their individual skill level. Maintenance A employees oversee the activities of Maintenance B employees. Maintenance A employees shall be responsible to provide the necessary advice to Maintenance B employees which enable them to perform their assignments.

§25.4 Permanent arbitrators. The parties agree to designate Douglas Bantle, Stuart Pohl and James Markowitz as permanent arbitrators, to hear all disciplinary and discharge cases when an election is made, to do so by the employee by written demand submitted with the answer to the charges. The decision of the arbitrator will be final and binding. The arbitrator designated to hear a case will be rotated between the three (3) above listed individuals. The cost of the arbitration will be shared by both parties. If none of the permanent arbitrators can adjudicate the case within thirty (30) days of the request for arbitration, the parties will request an arbitration through the American Arbitration Association.

§25.5 Termination of services. If the District terminates the services of a full-time employee, it shall give him at least two (2) weeks' written notice, except in those cases which, in the judgment of the Superintendent or his designee, immediate suspension is in the best interests of the District.

§25.6 Employee resignation. If an employee resigns, he shall give the District at least two (2) weeks' written notice. The notice shall be sent to the Director of Administration with a copy to the employee's immediate supervisor.

ARTICLE 26 - PRIVILEGES OF THE ORGANIZATION

Sec.	Sec.
26.1 Representation	26.4 Use of District buildings
26.2 CMCW activities	26.5 CMCW days
26.3 Posting notices	26.6 Board agenda

§26.1 Representation. The District recognizes the right of employees to designate CMCW representatives to appear on their behalf to discuss salaries, working conditions, grievances, and disputes pertaining to the terms of this Agreement, and other conditions of employment. The CMCW representatives shall be permitted to appear at meetings and public hearings before the Board. The CMCW representatives may visit employees during regular working hours with the permission of the Superintendent or his designee.

§26.2 CMCW activities. Except as elsewhere provided in this Agreement, no employee shall engage in CMCW activities during the workday unless he has obtained prior approval from an appropriate supervisor or administrator.

§26.3 Posting notices. The CMCW shall have the exclusive right to post notices and other communications on the main bulletin board of each District building. Postings shall not be political in nature, nor shall they reflect adversely upon District personnel or the Board, its policies and decisions. All notices and other communications shall bear the signature of a responsible CMCW officer.

§26.4 Use of District building. The CMCW shall have the exclusive use of District buildings for meetings at no expense provided, however, said use does not conflict with educational activities. The use of District buildings is subject to the Board's policies and regulations as same applies to all other school connected groups.

§26.5 CMCW days. The CMCW shall be entitled to sixteen (16) paid leave days to conduct CMCW business. Up to eight (8) of said paid leave days may be used by the CMCW president. A CMCW business day equals one (1) employee for one (1) day. Upon written request from the CMCW president, the superintendent may, at his sole discretion, grant additional release days.

§26.6 Board agenda. A copy of the agenda for each board meeting shall be made available to the CMCW president or his designee at the same time that distribution is made to board members.

ARTICLE 27 - GRIEVANCE PROCEDURE

Sec.	Sec.
27.1 Definition	27.6 Level Three
27.2 Representation	27.7 Authority of Arbitrator
27.3 Time limits	27.8 Election of remedies
27.4 Level One	27.9 Binding settlement
27.5 Level Two	

§27.1 Definition. For the purpose of this Article, a "grievance" shall be a complaint by an employee or group of employees that a provision of this Agreement has been violated or misinterpreted in its application or effect upon the person or persons filing a grievance.

§27.2 Representation. An employee may be represented at any level of this procedure by a CMCW representative.

§27.3 Time limits. A grievance shall be deemed waived unless it is forwarded to the first available level within thirty (30) workdays after an employee knew of the act or condition upon which the grievance is based. Labor/management grievance meetings shall be held monthly to discuss issues. If that meeting occurs within the time limit set forth above, the CMCW may raise the issue and preserve it for grievance, but a written grievance must be filed within twenty (20) days of that meeting.

§27.4 Level One.

- (a) An employee shall discuss his written grievance with the head of his department who shall render a written decision within ten (10) workdays after the receipt of the grievance.
- (b) If an employee is not satisfied with a Level One decision; he may file a written appeal to Level One within five (5) workdays after receipt of said decision.

§27.5 Level Two. An employee shall discuss his written grievance with the Superintendent or his designee who shall render a written decision within ten (10) workdays after the receipt of the Level One appeal.

§27.6 Level Three.

- (a) If the CMCW is not satisfied with a Level Two decision, it may file a demand for arbitration with the American Arbitration Association within twelve (12) days after the receipt of a Level Two decision.
- (b) The parties shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (c) The arbitrator shall receive evidence and arguments from both parties and shall have the authority to make findings and recommendations on the proper interpretation and application of this Agreement.
- (d) The cost of arbitration shall be shared equally by the District and the CMCW.

§27.7 Authority of arbitrator. The decision of an Arbitrator shall be final and binding upon all parties. An Arbitrator shall have no authority to render an award in excess of Thirty Thousand Dollars (\$30,000), except in cases of discharge, suspension, or discipline.

§27.8 Election of remedies. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise might have been available.

§27.9 Binding settlement. The parties agree that a settlement of a written grievance shall be final and binding on the parties only if executed by the Superintendent or his designee, the CMCW president, and the CMCW labor representative.

ARTICLE 28 - GENERAL PROVISIONS

Sec.		Sec.	
28.1	Supersession	28.5	Nondiscrimination
28.2	Inclusiveness of agreement	28.6	Management rights
28.3	Supremacy of agreement	28.7	Distribution of agreement
28.4	Severability	28.8	Plan for participation

§28.1 Supersession. All resolutions or policies pertaining to employees of the Board and approved or enacted by the Board shall remain in full force and effect unless amended by the terms of this Agreement.

§28.2 Inclusiveness of agreement. The District and the CMCW agree that, during the life of this Agreement, neither party shall be obligated to bargain collectively on any subject or matter included herein or otherwise proposed.

§28.3 Supremacy of agreement. Any individual arrangement, agreement, or contract heretofore or hereafter executed with any member of the negotiating unit represented by the CMCW shall be subject to and consistent with the terms and conditions of this Agreement and subsequent Agreements hereinafter executed by the parties. During its term, this Agreement shall be controlling.

§28.4 Severability. If any provision of this Agreement or any application thereof to any employee or group of employees be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

§28.5 Nondiscrimination. The District shall perform its obligations under this Agreement in a fair and impartial manner and shall not discriminate against any employee.

§28.6 Management rights. The CMCW recognizes that among the vested rights of the District are assigning and supervising its employees, determining the number of employees to be hired, the right to hire, suspend, discharge, discipline, promote, demote, transfer, to abolish positions, and to determine the number and schedule of hours to be worked. These rights of the District are not inclusive; they merely point out the types of rights that are inherent to the employer. All rights, powers, and authority, which the District possessed prior to this Agreement, are retained by the District. Notwithstanding the foregoing, this Section shall not be construed to abridge existing Local, Federal, State or Civil Service Law or the same as may be amended from time to time.

§28.7 Distribution of agreement. Each employee shall be furnished with a copy of this Agreement.

§28.8 Plan for participation. The CMCW agrees that it and the employees it represents will fully meet the requirements of the District's Plan for Participation.

ARTICLE 29 - NO STRIKE

Sec.	
29.1	Affirmation

§29.1 Affirmation. The CMCW affirms that under no circumstances shall it or any of its members authorize, sanction, condone or acquiesce in, nor shall any member take part in, any strike or work stoppage of any kind or nature.

ARTICLE 30 - LEGISLATIVE APPROVAL

Sec.

30.1 Section 204-a of the Public Employees’ Fair Employment Act

§30.1 Section 204-a of the Public Employees’ Fair Employment Act. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 31 – DURATION

Sec.

31.1 Term of agreement

Sec.

31.2 Negotiations for successor agreement

§31.1 Term of agreement.

- (a) Except as otherwise provided, the terms of this Agreement shall take effect on July 1st, 2023, and shall expire on June 30th, 2026.
- (b) After its expiration, this Agreement will remain in full force and effect.

§31.2 Negotiations for successor agreement. Either party to this Agreement may open negotiations for a successor thereto by serving written notice upon the other party not more than one hundred twenty (120) or less than thirty (30) days before the expiration of this Agreement.

CITY SCHOOL DISTRICT OF THE CITY OF ELMIRA

CUSTODIAL, MAINTENANCE AND CAFETERIA WORKERS

By: _____
Superintendent of Schools

By: _____
President

Dated: _____

Dated: _____

APPENDIX A – SALARY SCHEDULES

APPENDIX A- Salary Schedules

	Food Service Helper	Cooks Helper	Cook/Baker	Café Manager
Step 1	15.00	15.00	15.50	16.00
Step 2	15.50	15.50	16.00	16.50
Step 3	16.00	16.00	16.50	17.00
Step 4	16.50	16.50	17.00	17.50
Step 5	17.00	17.00	17.50	18.00

	Custodial Laborer	Custodian	Head Custodian
Step 1	15.00	15.50	17.50
Step 2	15.50	16.00	18.00
Step 3	16.00	16.50	18.50
Step 4	16.50	17.50	19.00
Step 5	17.00	18.00	19.50

	Maintenance A	Maintenance B
Step 1	\$20.00	15.50
Step 2	\$20.50	16.00
Step 3	\$21.00	16.50
Step 4	\$21.50	17.50
Step 5	\$22.00	18.00

EMPLOYEE PERFORMANCE EVALUATION RUBRIC

For the definitions of standards of performance assessment categories, the following will be understood:

Excellent	The employee exceeds standards and his performance as measured against the standard is excellent.
Satisfactory	The employee meets the standards and his performance as measured against the standard is satisfactory.
Improvement Needed	The employee is inconsistent in meeting the standards and his performance as measured against the standard needs improvement.
Unsatisfactory	The employee fails to meet the standards and his performance as measured against the standard is unsatisfactory.

1. WORK KNOWLEDGE			
Excellent 4	Satisfactory 3	Improvement Needed 2	Unsatisfactory 1
Employee has a strong understanding of the work presented and is able to carry out using problem solving and occupational or trade knowledge.	Employee has average understanding of the work presented, has good problem solving skills and is able to complete given tasks with occupational knowledge.	Employee has minimal understanding of the work presented and occasionally demonstrates problem solving skills to complete given tasks. Employee occasionally requires assistance of others to complete the project presented.	Employee has no understanding of work presented, and does not use problem solving skills. Employee consistently needs assistance from others to complete assigned tasks.

2. WORK QUANTITY			
Excellent 4	Satisfactory 3	Improvement Needed 2	Unsatisfactory 1
Employee constantly exceeds expectations, completes multiple projects per week, exceeding their assigned work. Projects require different trade skills, with little to no prompting from higher management. Employee exhibits excellent problem solving skills, and is able to complete projects in a timely manner.	Employee meets expectation as outlined, and completes all work projects presented for the week in a timely manner. Projects are often of one or two trades, and meet their minimal technical expertise requirement. Employee exhibits appropriate problem solving skills and completes projects on time.	Employee occasionally meets expectations as outlined, and occasionally does not complete all work for the week. Requires assistance of other skilled workers to complete work assignments. Employee struggles to exhibit appropriate problem solving skills and work is generally complete, but in an excessive time frame.	Employee does not meet expectations as outlined and does not complete all work for the week. Employee does not exhibit technical or problem solving skills, and always requires assistance from other skilled workers.

EMPLOYEE PERFORMANCE EVALUATION RUBRIC (continued)

3. QUALITY OF WORK			
Excellent 4	Satisfactory 3	Improvement Needed 2	Unsatisfactory 1
Employee always exceeds expectations; work is completed in timely manner. Upon completion, the work site is clean and free of all debris and equipment, and equipment and materials are always stored properly.	Employee meets expectations; work is completed in a timely manner. Upon completion, the work site is acceptably clean and free of debris, and materials and equipment are almost always stored properly.	Employee occasionally meets expectations; work is not completed in a timely manner and is sloppy. Upon completion, the work site is often dirty and not free of debris. Materials and equipment are occasionally stored properly.	Employee does not meet expectations, is not completed in a timely manner nor is it completed properly. Upon completion, the work site is not cleaned up at all, and equipment and materials are not stored in the proper place.

4A. ATTENDANCE			
Excellent 4	Satisfactory 3	Improvement Needed 2	Unsatisfactory 1
Employee always arrives punctually, if not early, prepared for their work shift, has no unauthorized absences, follows the chain of command for time off requests which are scheduled and planned and if sick, calls off in appropriate time frame to find substitute.	Employee is almost always on time, but not early, prepared for work, has 1-5 unauthorized absences, follows proper chain of command for absences, but not always planned in advance. Employee calls off in a timely manner to find a substitute.	Employee is often tardy, unprepared for work, does not follow chain of command for time off and is not planned, calls off often and exhibits pattern in calling off of work. Employee has multiple single day absences, and fails to call in a timely manner to find a substitute.	Employee is habitually tardy, not prepared for work, does not follow chain of command for taking time off and it is not planned, calls off often and in patterns. Employee has depleted their sick leave allotment. Employee fails to call off in a timely fashion or does not call in.

4B. ATTENDANCE SICK LEAVE RUBRIC			
For all employees (except 3-hour food service employees) the following will be used:			
Excellent: 0 sick days used	Satisfactory: 1 – 5 sick days used	Improvement Needed: 6 – 10 sick days used	Unsatisfactory: Over 10 sick days used
For 3-hour food service employees (10-months with benefits) the following will be used:			
Excellent: 0 sick days used	Satisfactory: 1 – 3 sick days used	Improvement Needed: 4 – 6 sick days used	Unsatisfactory: Over 6 sick days used
For 3-hour food service employees (under 5 hours per day) the following will be used:			
Excellent: 0 sick days used	Satisfactory: 1 – 2 sick days used	Improvement Needed: 3 – 5 sick days used	Unsatisfactory: Over 5 sick days used
*Any employee who uses five (5) or more consecutive sick days must have a written doctor’s excuse in order for those days not to be counted against them for the purpose of evaluation. Family illness days will not be counted against an employee as long as the family illness is documented as such at the time of the absence.			
Transfers and Promotions: An employee’s last three years of attendance evaluation scores will be used to help determine eligibility for a transfer or promotion. If there is a pattern of improvement needed and/or unsatisfactory scores for an employee’s attendance for those most recent past three years attendance scores, that employee will not be considered for transfers and/or promotional positions.			

EMPLOYEE PERFORMANCE EVALUATION RUBRIC *(continued)*

5. DECISION-MAKING			
Excellent 4	Satisfactory 3	Improvement Needed 2	Unsatisfactory 1
Employee consistently exceeds expectations of job requirements and tasks, and completes tasks using clear and sound reasoning, and problem solving skills. Employee analyzes all options before acting.	Employee meets expectations of job requirements and tasks, and follows through with clear reasoning, analyzes all options before acting. Employee completes tasks with minimal supervisory intervention.	Employee occasionally meets job requirements, and requires additional supervisory intervention to complete tasks. Often requires additional counsel to make clear and sound decisions.	Employee does not meet job requirements, and always requires additional supervisory intervention to complete tasks. Employee cannot complete task without additional counsel on decisions.

6. INITIATIVE			
Excellent 4	Satisfactory 3	Improvement Needed 2	Unsatisfactory 1
Employee always takes first steps to correct errors, begin projects and follow through on any existing projects. Employee demonstrates strong leadership skills, and is able to direct those under him/her, especially when there is an issue, in a timely manner to ensure work at the site is completed.	Employee usually identifies and takes first step to correct errors, begin projects and follow through on existing projects. Employee usually demonstrates leadership skills, and is able to direct those under him/her, in a timely manner to ensure work completion.	Employee seldom identifies and takes first steps to correct problems, begin projects, and follow through on existing projects. Employee requires prompting in his/her leadership skills and is unable to communicate with those working under them. Projects are often incomplete or sloppy.	Employee does not take first steps or identify problems, begin projects or follow through. Employee always requires supervisory intervention and fails to demonstrate leadership skills, and cannot communicate with those working under them. Work is substandard.

7. PERSONAL TRAITS			
Excellent 4	Satisfactory 3	Improvement Needed 2	Unsatisfactory 1
Employee is personable, attentive and considers the impact on students and staff, and on other maintenance staff, as well as the public. Employee is attentive of the school atmosphere, and always maintains appropriate interactions with students, staff, fellow workers and the public.	Employee ensures a safe and healthy educational environment, considers the impact on students and staff, and fellow workers as well as the public. Employee maintains appropriate interactions with students, staff, fellow workers and public.	Employee often overlooks the safe and healthy educational environment, occasionally negatively impacts the school environment. Employee is occasionally inappropriate with students, staff, fellow workers or the public.	Employee disregards school environment, does help maintain a safe and healthy educational environment. Continually engages in inappropriate conversation and actions with students, staff, fellow workers or the public. Employee does not demonstrate understanding of what a safe and healthy environment is.

EMPLOYEE PERFORMANCE EVALUATION RUBRIC *(continued)*

8. ABILITY TO PLAN AND ORGANIZE			
Excellent 4	Satisfactory 3	Improvement Needed 2	Unsatisfactory 1
Employee always uses prior preparations for work projects, is able to complete with tools that are obtained ahead of time, is able to order and receive materials in a timely fashion to complete the project, and requires little to no supervision through the planning stages. Employee follows planning from beginning to end, and does not require changes.	Employee demonstrates effective planning skills, is able to obtain equipment and materials ahead of time, and is able to complete the project in a timely fashion with minimal supervision through the planning stages. Employee makes minimal changes to plans throughout project.	Employee seldom plans ahead for equipment and materials, requires additional assistance for acquisition of materials and equipment, and often requires supervision throughout entire planning process. Many changes have to be made to the project throughout.	Employee does not plan ahead for project, often does with incomplete equipment or materials, requiring it to be done over or fixed. Supervision is continuous through planning stages, and project requires intervention by another person.

9. ATTITUDE			
Excellent 4	Satisfactory 3	Improvement Needed 2	Unsatisfactory 1
Employee always comes to work with positive attitude, prepared and goes above and beyond helping fellow workers. Employee is sensitive to the differences among co-workers, staff, and students. Demonstrates excellence in working with others of different backgrounds and personalities. Employee is a team player.	Employee usually comes to work with a positive attitude, prepared and helps others around him/her. Employee is usually sensitive to differences among co-workers, staff and students. Demonstrates ability to work well with others of different backgrounds and personalities. Employee is a team player.	Employee consistently comes to work with a negative attitude, unprepared and is not willing to assist others. Employee is seldom sensitive to differences among co-workers, staff and students. Does not demonstrate ability to work well with others of different back grounds and personalities. Employee does not want to be team player.	Employee comes to work with a very negative attitude, unprepared and will not assist others. Employee is not sensitive to differences among co-workers, staff and students. Will not demonstrate ability to work well with others of different back grounds and personalities Often offensive towards others, and unwilling to be a team player.

10. ATTENTION TO SAFETY AND HEALTH			
Excellent 4	Satisfactory 3	Improvement Needed 2	Unsatisfactory 1
Employee always follows health and safety guidelines as outlined by the district, city, state and national guidelines. Employee considers impact on co-workers, staff, students and the building. Employee exceeds expectations with	Employee consistently meets health and safety guidelines as outlined by the district, city, state and national guidelines Employee consistently meets basic expectations and considers impact on co-workers, staff, students and the building.	Employee fails to properly follow health and safety standards as outlined by the district, city, state and national guidelines. Employee does not consistently meet basic expectations or consider impact on co-workers, staff students and building.	Employee does not attempt to properly follow health and safety guidelines as outlined by the district, city, state and national guidelines. Employee does not meet basic expectations, and fails to follow expectations to maintain safety of co-

regards to him/herself, and others.			workers, staff, students and building.
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EMPLOYEE PERFORMANCE EVALUATION RUBRIC *(continued)*

11. PERSONAL APPEARANCE			
Excellent 4	Satisfactory 3	Improvement Needed 2	Unsatisfactory 1
Employee consistently comes to work with clean appearance, personal hygiene is outstanding, employee wears appropriate work attire for their station, clothing is appropriate for a school environment.	Employee usually comes to work with a clean appearance; personal hygiene is acceptable, clothing is appropriate for a school environment.	Employee seldom comes to work with a clean appearance, personal hygiene is substandard, and clothing is seldom acceptable for a school environment.	Employee has a total disregard for their appearance, personal hygiene is poor, and clothing is offensive (per ECSD code of conduct) and unacceptable for a school environment.

12. OVERALL PERFORMANCE			
Employees will be assessed based on a raw score received from other categories. This score will be out of 44, and then the employee will be placed into a category. Excellent = 4, Satisfactory = 3, Needs Improvement = 2, Unsatisfactory = 1. These numbers will be added up to create the score out of 44.			
Excellent: Score between 40 – 44	Satisfactory: Score between 29 – 39	Improvement Needed: Score between 18 – 28	Unsatisfactory: Score between 0 – 17

EMPLOYEE PERFORMANCE EVALUATION

FORM 491.09

Annual Evaluation: Employee: _____

Special Evaluation: Job Classification: _____

STANDARDS: Please refer to the CMCW Employee Performance Evaluation Rubric for clarification of performance assessment definitions.

***Attendance:** The attendance portion of the evaluation will only be filled in by the Supervisor of Building and Grounds for the maintenance and custodial labor employees and that the attendance portion for cafeteria staff will only be filled in by the District Food Service Manager through the approval of the Superintendent/Designee.

PERFORMANCE EVALUATION FACTORS		PERFORMANCE ASSESSMENT				Comments/Improvement Plan (see attachment, if necessary)
Evaluator: Consider each factor independently after reading the factor definition. Indicate your evaluation by placing a checkmark in the appropriate box.		Excellent	Satisfactory	Improvement Needed	Unsatisfactory	
1.	Work Knowledge: Consider the employee's understanding of all phases of the job.					
2.	Work Quantity: Consider the amount of satisfactory work produced.					
3.	Quality of Work: Consider neatness, accuracy and excellence of work produced.					
4.	*Attendance: Consider punctuality and unauthorized absences.					
5.	Decision-making: Consider the employee's ability to make decisions concerning work to be done and demonstration of good judgment.					
6.	Initiative: Consider the employee's ability as a "self-starter," the amount of supervision required, and the ability to initiate action.					
7.	Personal Traits: Consider the ability to work effectively with fellow workers, students, supervisor, and the public.					
8.	Ability to Plan and Organize: Consider the ability to plan duties in an effective manner.					
9.	Attitude: Consider interest and attitude toward job.					
10.	Attention to Safety and Health: Consider whether employee acts according to health and safety standards.					
11.	Personal Appearance: Consider neatness.					
12.	Overall Performance	Total Score:				

EMPLOYEE PERFORMANCE EVALUATION *(continued)*

If "Improvement Needed" or "Unsatisfactory" is marked in any item, identify specific steps to be taken to improve performance to acceptable levels.

SIGNATURES:

Supervisor's Signature

Date

I have read this evaluation of my performance and discussed it with my supervisor. (Employee may attach his own comments to this evaluation within ten (10) workdays of signature.)

Employee's Signature

Date

Signature does not indicate agreement with the contents of the evaluation. It only indicates the employee has seen and read the evaluation.